

FOR PUBLICATION

IN THE DISTRICT COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. THOMAS & JOHN

FIRSTBANK PUERTO RICO,)
)
)
 Plaintiff,)
) Civil No. 2005-27
 v.)
)
 CARIBBEAN ISLAND ADVENTURE, INC.,)
 COMMONWEALTH INVESTMENTS)
 CORPORATION, RICHARD C. SINGERLE,)
 KAREN A. SINGERLE, JAMES E.)
 SAMUELS, LYNDA S. COLLINS, EGBERT)
 HENDRIK OSKAMP, and BOOPY)
 EXCAVATING, INC.,)
)
 Defendants.)
)
 _____)

ATTORNEYS:

Gregory Hodges, Esq.

St. Thomas, U.S.V.I.

For the plaintiff, FirstBank Puerto Rico,

Ronald W. Belfon, Esq.

St. Thomas, U.S.V.I.

*For defendants Caribbean Island Adv.; Commonwealth
Investments Corp; Richard Singerle; Karen Singerle,*

Susan Bruch-Moorehead, Esq.

St. Thomas, U.S.V.I.

For defendant James E. Samuels,

Leigh F. Goldman, Esq.

St. Thomas, U.S.V.I.

For defendant Lynda S. Collins,

William S. McConnell, Esq.

St. Thomas, U.S.V.I.

For defendant Egbert Hendrik Oskamp,

Nancy D'Anna, Esq.

St. John, U.S.V.I.
For defendant Boopy Excavating, Inc.

ORDER

GÓMEZ, C.J.

Before the Court is a motion for clarification filed by defendant Lynda S. Collins ("Collins").

FirstBank Puerto Rico ("FirstBank") initiated the above-captioned action for debt and foreclosure against defendants Caribbean Island Adventure, Inc., Commonwealth Investments Corporation, Richard C. Singerle and Karen A. Singerle, James E. Samuels, Lynda S. Collins, Egbert Hendrik Oskamp, and Boopy Excavating, Inc. FirstBank claimed to have liens on two properties (respectively referred to as the "Commonwealth Property" and the "Caribbean Property"). FirstBank thereafter moved for summary judgment on its claims.

On July 30, 2007, the Court granted FirstBank's motion. In that ruling, the Court established the priority of the various parties' liens in both properties and ordered the sale of the properties. The Court also ordered, *inter alia*, that the properties "shall be sold as a whole"

Collins has mortgages on both properties. Collins contends that the above clause in the Court's ruling could be interpreted

to mean that the "both parcels will be sold together as one unit." (Def. Collin's Mem. of Law in Supp. of Mot. for Clarification of J. Dated July 31, 2007 at 2.)

The Court's July 30, 2007, ruling also states as follows:

The successful bidder on the Commonwealth Property shall be required to deposit with the United States Marshal cash equal to ten percent of his total bid at or before 5:00 p.m. on the date of the sale of the Commonwealth Property.

. . . .
The successful bidder on the Caribbean Property shall be required to deposit with the United States Marshal cash equal to ten percent of his total bid at or before 5:00 p.m. on the date of the sale of the Caribbean Property.

Having considered Collin's argument, and in light of the above sections of the Court's ruling, the Court finds that its July 30, 2007, ruling is clear and warrants no further explanation. See, e.g., *Nicholas v. Wyndham Int'l, Inc.*, Civ. No. 2001-147, 2005 U.S. Dist. LEXIS 12141, at *3 (D.V.I. June 14, 2005). Accordingly, it is hereby

ORDERED that Collin's motion for clarification is **DENIED**.

Dated: February 15, 2008

S\ _____
CURTIS V. GÓMEZ
Chief Judge

Copies to: Gregory Hodges, Esq.

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